

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

## NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

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RTP		18		27	
CLASS		28		55	
FILING		70		80	
TAG		70		80	

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769)). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

## 1a. Identify firm submitting this report:

Name: **Nuovo Pignone, S.p/A.**  
Address: **Via Felice Matteucci, 2**  
City, State and ZIP: **Florence, Italy**  
Country (if other than USA):  
Telephone: **39-55-423211**  
Firm Identification No. (if known): **825428**

## Specify firm type:

- ☐ Exporter  
☐ Bank  
☐ Forwarder  
☐ Carrier  
☐ Insurer  
☒ Other

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## 1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)  
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)  
☐ Report on behalf of the person identified in Item 2  
☐ Dual report on behalf of self and the person identified in Item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name  
Address  
City, State and ZIP  
Country (if other than USA):  
Type of firm: (see list in Item 1a)  
Firm Identification No. (if known):

## 3. Identify exporting firm, unless same as Item 1a or 2:

Name: **General Electric Company**  
Address: **One River Road**  
City, State and ZIP:  
Country (if other than USA): **Schenectady, NY USA 12345**  
Firm Identification No. (if known): **112334**

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## 4. (a) Name of boycotting country from which request originated:

**U.A.E.**

(b) Name of country directing inclusion of request, if different from (a) above:

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## 5. Name of country or countries against which request is directed:

**Israel**

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## 6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

**ISO Octane Co.-98/303/798**

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## 7. Date firm received request: (use digits for month/day/year)

**12/5/98**

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## 8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

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- ☐ Letter of credit  
☐ Request/purchase order/accepted contract/shipping instruction  
☒ Bid invitation/tender/proposal/trade opportunity  
☐ Questionnaire (not related to a particular dollar value transaction)  
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

## 9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.  
☐ Have taken or will take the action requested.  
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

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- ☐ Have taken or will take the action requested but in a modified for (attach detailed explanation).  
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

**PD02-26-99**

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

## 10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in: Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.) Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.  
2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

**Gwen Cole**

Type or print

**Gwen Cole**

Date

**2/21/99**

Waiver of one term, condition right, obligation or breach shall not constitute waiver of any other term, condition, right, obligation or breach unless otherwise specifically stated in writing and addressed to the other party.

#### 24.0 STATUTORY REQUIREMENT AND REGULATIONS

Vendor warrants that the Goods to be supplied under the Purchase Order shall comply in all respects with all the relevant requirements of any statute, statutory rule or order or other instrument having the force of law and prior to delivery of the Goods, furnish whatsoever governmental or other authorization documents and have whatsoever government or other authorization marking stamped on the goods as are required.

#### 25.0 PATENT AND OTHER INDEMNITY

Vendor shall at this own expense, hold harmless and defend the Purchaser against any claim, suit or proceeding brought against the Purchaser that the Goods or any part thereof infringes a trade mark, patent or registered design in the country of manufacture, sale or use and the Vendor shall pay all damages and costs awarded against the Purchaser,

In case such Goods or any part thereof or the intended use of the Goods, in such suit or proceeding, is held to constitute infringement, the Vendor shall at this own expense either procure for the Purchaser, the right to continue using such Goods or any part thereof or replace and reinstall them with equal-but non infringing Goods or modify them so that they become non-infringing.

Vendor shall at his own expense hold harmless and defend the Purchaser against any claim(s) from Vendor's workmen/employees, their heirs, dependents or representatives for any act(s) of omission or commission in executing the Purchase Order and the Vendor shall pay all damages and costs awarded against the Purchaser

#### 26.0 CONFIDENTIALITY

PUBLIC INSPECTION COPY

Drawings, design, specifications and technical data provided by the Purchaser to the Vendor are to be treated as confidential and shall be used only for the performance of this Purchase Order and shall not be reproduced in whole or in part for any other purpose. They shall be returnable to the Purchaser on demand.

Vendor shall treat as confidential all information, whether written or otherwise, supplied by the Purchaser and shall use his best endeavor to ensure that such information is not divulged to any party except where necessary for the purpose of performance of this Purchase Order and in such cases subject to third parties in question undertaking a similar obligations of confidentiality. This obligation does not apply to information which at the time of disclosure is in the public domain or is in the Vendor's possession without restriction on disclosure.

#### 27.0 BOYCOTT OF ISRAEL

Vendor acknowledges that import and customs laws and regulations of the United Arab Emirates prohibit, among other things, the importation into the United Arab Emirates Goods or any part thereof (i) originating in Israel (ii) manufactured, produced or furnished by companies organized under the laws of Israel, and/or (iii) manufactured, produced or furnished by nationals or residents of Israel.